



South Carolina Department of Health  
and Environmental Control

Division of Procurement Services

Invitation for Bid

Solicitation No.: IFB-33335-3/11/08-EMW

Date Issued: 2/5/08

Procurement Officer: E. Madison Winslow

*E. Madison Winslow*

Phone No.: (803) 898-3487

E-mail Address: [winsloem@dhec.sc.gov](mailto:winsloem@dhec.sc.gov)

**DESCRIPTION: Groundwater sampling services for the Underground Storage Tank Program**

*The Term "Offer" Means Your "Bid" or "Proposal"*

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SUBMIT OFFER BY (Opening Date/Time): **March 11, 2008/2:30 pm E.T.**

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original**

QUESTIONS MUST BE RECEIVED BY: **March 3, 2008/2:30 p.m. E.T.**

See Specific Requirements, Number 2

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street Columbia, S.C. 29201	SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street, Room 1200 – Aycock Bldg. Columbia, S. C. 29201

**Offers Must Be Sealed:** See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted on or after <b>March 13, 2008</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.scdhec.net/procurement">http://www.scdhec.net/procurement</a> .
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You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one)  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other  (See provision entitled "Signing Your Offer")
AUTHORIZED SIGNATURE  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE	

Instructions regarding offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICE ADDRESS (Address for the offeror's principal place of business)		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation)		
TAXPAYER IDENTIFICATION NO. (See provision entitled Taxpayer Identification Number)		

**PURPOSE**

The Bureau of Land and Waste Management Underground Storage Tank (UST) Program of the South Carolina Department of Health and Environmental Control (DHEC) is seeking services to perform sampling of monitoring wells, drinking water wells, surface water features, and/or ambient air at sites with petroleum releases from regulated UST sites in accordance with a predefined scope of work. The following scope of work is to be implemented at designated sites.

**SPECIAL CONDITIONS**

1. **CONTRACT PERIOD:** The contract will be effective from date of award for one year.
2. **OPTION TO RENEW OR EXTEND:** The term of this contract shall be for the period of twelve months. This contract will automatically renew unless DHEC or the vendor elects otherwise. Two renewals will be allowed for a one-year period each up to a maximum of three total years. If either the vendor or the DHEC user elects not to renew the contract, the Bureau of Business Management must be notified in writing at least ninety days prior to the expiration date.
3. Sampling will be on an **as needed basis** for the contract year. Estimates of the number of sites are offered only for the purpose of setting the bid price. The actual number of sites will likely be greater than that estimated. The actual number of wells per site will vary. The average number of wells per site is approximately 10. The contractor should anticipate that at least half of the sites awarded will have greater than the average of 10 wells. At times the contractor may be required to sample over 40 wells for one site. The contract will be for the sampling and/or gauging of monitoring wells, the sampling of public and private potable wells, the sampling of surface water features, and/or the collection of air samples. Samples will be delivered/shipped directly to a laboratory designated by the UST Program. DHEC will provide the contractor with a Field Activity Package containing all the information needed to conduct sampling.
4. The UST Program shall issue a Notice to Proceed for each group of designated sites. The Notice to Proceed shall provide the site identification number, the number of samples to be collected, the cost agreement number, and the due date for each designated site.
5. Analyses will be performed by the DHEC UST Program contract laboratory. The contract laboratory will provide sample containers, sample shippers, and chain of custody forms to the successful bidder; however, it is the responsibility of the bidder to arrange for delivery or pickup of the items from the contract laboratory (to include all applicable costs). The contract laboratory will pay for applicable costs associated with shipment of samples, if necessary, to the laboratory for analysis.
6. The successful bidder will be given one (1) week to mobilize upon receipt of notice to proceed. Sampling activities will be considered complete upon receipt of the final report by the UST Program.
7. If sampling cannot be completed as specified, DHEC must be notified by telephone or e-mail within 24 hours following receipt of the Notice to Proceed. Justification for not completing the sampling at the site must be provided to **Debra Thoma** at DHEC in writing within 48 hours of notification for review. If additional sampling is needed, in excess of the contract specifications, a change order may be issued. Costs for expenses incurred to date at the site must be itemized and receipts provided for payment.
8. **Reporting:** Mail the reports to: SCDHEC, Underground Storage Tank Program, 2600 Bull Street, Columbia, SC 29201 or hand-deliver to 8911 Farrow Road in Columbia, SC, **Attention: Debra Thoma**. The final report must be submitted within **three weeks** following the sampling/gauging activities. The final report will consist

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of a Site Activity Summary sheet (see Attachments), a copy of the chain-of-custody, the disposal manifest, and the original Field Data Information Sheet for Groundwater Sampling for each well. Contractor shall retain copies of all reports submitted to DHEC for the duration of the contract. In addition, the contractor shall provide the contract manager a summary detailing the number of wells sampled, the number of wells purged, the number of wells gauged, and the number of gallons purge water for each site.

9. Invoicing: Mail the invoices to: SCDHEC, Underground Storage Tank Program, 2600 Bull Street, Columbia, SC 29201 or hand-deliver to 8901 Farrow Road in Columbia, SC, **Attention: Financial Section**. A separate invoice will be required for each site. The invoice should reference the UST Permit number and the individual assigned Cost Agreement Number.
10. Amendments: All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Officer indicated on page one of this solicitation. DHEC shall not be legally bound by any amendment or interpretation that is not in writing.
11. Questions: Questions or requests for information must be submitted in writing and received by March 3, 2008. After this date no further questions will be addressed. A written response will be mailed to all requestors of the bid package. The questions may be faxed to E. Madison Winslow, fax number **(803) 898-3505**.
12. The bidder must provide a minimum of three (3) references in the spaces provided on page 7 of the bid solicitation. References should include company name, contact person, telephone number, and a brief description of services provided. DHEC reserves the right to contact references. The references may be utilized in the evaluation and ranking of the bidders. NOTE: Do not list personnel from the UST Program as a reference.
13. The successful bidder(s) must provide generic company Health/Safety and Quality Assurance/Quality Control (QA/QC) Plans for Sampling within 10 days of notification of award. The QA/QC Plan and Health/Safety must be approved by DHEC.
14. The successful bidder(s) must agree to make positive efforts to employ women, minorities, and minority-owned businesses.
15. A late fee of \$25/day may be levied for each day past the due date established in the Notice to Proceed that the final report is late or the sampling is not completed by the required date. The total late penalty for any site shall not exceed 25% of the total sampling cost for that site.
16. AWARD: Award will be to the lowest responsive and responsible bidder. Award may take longer than ten days.
17. **NOTE.... THE ONLY OFFICIAL CONTACT PERSON AT DHEC DURING THE BIDDING AND AWARDED PROCESS IS THE PROCUREMENT OFFICER INDICATED ON PAGE ONE OF THIS SOLICITATION. BIDDERS ARE NOT TO CONTACT DHEC PERSONNEL LOCATED OUTSIDE THE BUREAU OF BUSINESS MANAGEMENT.**

**SPECIFICATIONS FOR SAMPLING:**

1. A Field Activity Package will be provided to the contractor. The package will specify the points to be sampled and the required analyses. An area map, site map, well construction information, and contact information will be provided, if available.
2. All monitoring wells, supply wells, and surface water features should be located prior to commencement of any activity. The contractor will be allowed one personnel mobilization for every 20 wells sampled or gauged. The use of a metal detector, shovel, measuring tape, etc. may be necessary to locate monitoring wells as they may be covered with dirt, gravel, leaves, debris, etc. or in areas of low visibility such as high grass, trees, etc. Please note, if the contractor is unable to locate monitoring wells, the UST Program should be notified within 24 hours. If possible, the contractor should attempt to contact the project manager for assistance in locating the monitoring wells while on site. **If UST Program personnel visit the site and locate the well(s) after the contractor could not locate the wells, the UST Program may require the contractor to resample the site at the expense of the contractor and may impose a penalty of up to 10% of the total sampling cost for the particular site, as the UST Program deems appropriate.**
3. For those monitoring wells where the water level is within the screened interval, groundwater samples should be collected without purging. For newly installed monitoring wells and those monitoring wells where the water level is not within the screened interval, purging must be conducted. If required, the well shall be purged prior to sampling and pH, temperature, dissolved oxygen, and specific conductance recorded (complete bottom section of Field Data Information Sheet for Groundwater Sampling). Complete in entirety the **Field Data Information Sheet for Groundwater Sampling** for each monitoring well (see Attachments). Purging is considered complete once three well volumes have been removed or the pH, temperature, dissolved oxygen, and specific conductance have equilibrated, yielding two consecutive readings with all parameters within  $\pm 10$  percent, whichever comes first. Measurements are to be taken after the removal of each well volume. The UST Program will provide the contractor with information regarding well construction. If there is any question as to whether the water level is within the screened interval, an attempt to contact the site's project manager should be made. If the attempt is unsuccessful, the contractor should assume that the water level is **not** within the screened interval and the well should be purged prior to sampling.
4. On an as-requested basis, the contractor may be required to utilize passive diffusion bags (PDB) for the collection of groundwater samples. In such cases, the bag must remain in the well for a minimum of 15 days or longer, if recommended by the manufacturer. Additionally, the manufacturer must certify that the PDB is capable of collecting a representative sample of all CoC required by the project manager. In such cases, two mobilizations will be allowed (one to place the bags in the wells and one to remove the bags and collect the samples). The cost to utilize the diffusion bags should include all materials and supplies required to collect a sample.
5. The sampling of water supply wells should be conducted at the well head whenever possible or the nearest available spigot. The supply well should be purged prior to sampling. Purging for supply wells is considered complete once the holding tank has been emptied and/or the well pump turns on. The Chain of Custody should specify a 1 ppb detection limit for EPA Method 8260 for water supply well samples. The comments section of the Site Activity Summary sheet should include a comment regarding the location from which the sample was obtained (e.g. spigot at wellhead, outside spigot on east side of house, at spigot before the GAC unit, etc.).
6. Report the thickness of any free phase product. This information shall be written in the appropriate section of the Site Activity Summary Sheet. The collection of a groundwater sample is not required if the thickness of free phase product exceeds 0.01 foot (1/8 in.), unless otherwise specified by the project manager in the Field

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Activity Package. If the collection of a water sample from a well containing free phase product is required, the following procedure will be used: Measure the thickness of free product. Using a bailer or pump remove the free product being as careful as possible not to mix product and groundwater. As soon as all product is removed, collect a groundwater sample with a clean bailer minimizing emulsification or incorporation of free product into the sample container.

7. For air BTEX and Naphthalene sampling, a representative air sample should be collected in a summa canister to preclude loss of volatiles. Volatile analysis should be by Toxic Organic 15 (TO-15) and/or ASTM Designation D5466-01, Standard Test Method for Determination of Volatile Organic Chemicals in Atmospheres (Canister Sampling Methodology). BTEX and naphthalene should be analyzed using EPA Method 8260B within 24 hours of collection.
8. Complete the Chain of Custody for each site (See Attachments for example). The UST Contract Laboratory will provide blank forms to the contractor. If a well cannot be sampled due to free phase product, insufficient water, etc., note the well ID on the chain of custody, mark a line through it, and indicate the reason why the well was not sampled in the remarks section for that well. If a sample has a strong petroleum odor, indicate this with HOT in the remarks section for that well. If nitrate analysis is requested, write "SHORT HOLD" in the comments section at bottom of the Chain of Custody. If 24-hour analysis is required, write "RUSH ANALYSIS" in comments section. **Any requirements the Contract Laboratory has regarding the completion of the Chain of Custody must be followed.**
9. All samples must be delivered to the UST Program's contract laboratory or shipped to a location designated by the contract laboratory the same day the samples are collected. The current contract laboratory is located in Charlotte, NC. The Contractor will be provided 30 days notice if the laboratory contractor changes for any reason.
10. The contractor may be required to replace well caps, well cover, and/or bolts. These activities should only be done with approval from the site project manager. If the contractor does not have pre-approval or is unable to obtain approval from the project manager while on-site, the condition of the well should be noted on the Site Activity Summary Sheet.
11. Purge water generated during sampling should be stored in properly labeled 55-gallon drums or suitable equivalent sealed containers. Upon receipt of laboratory analytical results, the contractor shall dispose of water in an appropriate manner. A penalty of \$20.00 per drum/ per day may be assessed if the containers remain on site beyond the report due date as established in the Notice to Proceed. On-site treatment and/or disposal of purge water may require a NPDES permit from the Industrial Wastewater Permitting Section of the Bureau of Water.

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## **BIDDING SCHEDULE**

### **Competitive Pricing Criteria**

<b>Item</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Line Item Amount</b>
Mobilization/Demobilization	200 sites	\$ _____ /site	\$
Gauge well (sample not collected)	50 wells	\$ _____ /well	\$
Purge & Sample well (gauging included)	550 wells	\$ _____ /well	\$
Gauge & sample well (no purging)	1,500 wells	\$ _____ /well	\$
Obtain tap sample/surface water sample	250 samples	\$ _____ /sample	\$
Passive Diffusion Bag Sampling	25 samples	\$ _____ /sample	\$
Air Sample Collection	5 samples	\$ _____ /sample	\$
Purge water/free product disposal	2,000 gallons	\$ _____ /gallon	\$
Replace Well Cap	5 caps	\$ _____ /cap	\$
Replace Well Cover	5 covers	\$ _____ /cover	\$
Replace Well Bolts	15 bolts	\$ _____ /bolt	\$
		<b>TOTAL</b>	\$

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**Other Criteria:**

Please respond to the following questions, which have been designed to verify the required qualifications and to assess the capacity of the lowest bidders. If the lowest bidder does not have the capacity to perform the scheduled number of sampling events, the next lowest bidder for that region will be given the opportunity to participate.

1. Company must have be a DHEC Class I or Class II UST Site Rehabilitation Contractor Certification.  
Certification Number: \_\_\_\_\_
2. When can you begin work? \_\_\_\_\_
3. Have there been any complaints registered with any regulatory agencies about your company's performance in any state where you have performed services?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please indicate which state(s), the reason(s), and the date(s) of complaint (continue on back of sheet if necessary).

\_\_\_\_\_  
\_\_\_\_\_

4. Please provide three references that we may contact regarding your past performance. At least one reference should be from a State Regulatory Agency. (Do not list staff of the DHEC UST Program as a reference.)

a. Agency or Company Name \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

b. Agency or Company Name \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

c. Agency or Company Name \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

**BID ACCEPTANCE AND DELIVERY STATEMENT:**

In compliance with the invitation and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within \_\_\_\_\_ days from date of opening, to furnish any or all items/services quoted at the prices set forth.

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PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING BID

## INSTRUCTIONS TO BIDDERS

DISCUSSIONS AND NEGOTIATIONS: By submission of a bid, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's bid.

1. Unless otherwise required herein, only one signed copy of the invitation to bid is required.
2. Bids "faxed" directly to the DHEC Procurement Office will not be accepted or considered for award.
3. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. DHEC Underground Storage Tank Environmental Remediation Procedures shall govern any withdrawal request received after the time of the bid opening.
4. When specifications or descriptive papers are submitted with the bid submission, enter bidder's name thereon.
5. Submit your signed bid on this form. Show the bid number on the envelope as instructed. DHEC assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one bid invitation per envelope. If directing any other correspondence, address the envelope to the Procurement Officer but do not include the bid number on the envelope since it does not include your bid.
6. Bidders must clearly mark as "CONFIDENTIAL" each part of their bid which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
7. By submission of a bid, **you are guaranteeing** that all goods and services meet the requirements of this solicitation during the contract period.
8. **Tie bids** will be resolved as outlined in DHEC Underground Storage Tank Environmental Remediation Procedures.
9. **Do not include any taxes** that DHEC may be required to pay in the bid price. Upon submission of a bid by a state agency, the Procurement Officer will compute a 5% sales and use tax to the non-state agency bids when applicable (service and labor excluded) in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 117-174-. 95.
10. **Correction of errors on this bid form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the time specified for the bid opening.
11. **Ambiguous bids** that are uncertain as to terms, delivery, quantity, or compliance with this solicitation may be rejected or otherwise disregarded.
12. Any bidder desiring to exercise a grievance may do so under section IV of DHEC Underground Storage Tank Environmental Remediation Procedures. All correspondence should be directed to the Director of Procurement Services, Bureau of Business Management, 2600 Bull Street, Columbia, SC 29201.
13. **Failure to respond** to three consecutive bid notices may result in removal of bidder's name from the mailing list.

## GENERAL PROVISIONS

14. DHEC reserves the right to reject any and all bids, and to cancel this solicitation.
15. **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
16. **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".



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17. **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
18. **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the subsequent contract.
19. **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC nor the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
20. **Award Criteria:** Award shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on Procurement Services' website at: [dhec.sc.gov/procurement](http://dhec.sc.gov/procurement).
21. **Rejection:** DHEC reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if the rejection is in the best interest of the State.
22. **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the opening date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
23. **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (A) the bidding schedule, (B) the specifications, (C) general conditions, (D) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (E) instruction to bidders.

### GENERAL CONDITIONS

24. **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201. Reference the solicitation and contract number.
25. **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
26. **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
27. **Publicity Releases:** By submission of a bid, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
28. **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0562)
29. **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
30. **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
31. **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty-day advance notice in writing to the successful contractor.
32. **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

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33. **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
34. **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
35. **S.C. Law Clause:** Upon award of a contract under this bid, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
36. **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements.) Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. If items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the bid opening date. Written permission must be obtained from the DHEC Procurement Office.
37. **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
38. **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a bid, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
39. **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
40. **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
41. **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
  - A. Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
  - B. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
  - C. DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. The Department also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.

**ATTACHMENTS**

[illegible]